

# EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

DISCOVER PROPERTY & CASUALTY INSURANCE  
COMPANY, ST. PAUL PROTECTIVE INSURANCE  
COMPANY, TRAVELERS CASUALTY & SURETY  
COMPANY, TRAVELERS INDEMNITY COMPANY,  
and TRAVELERS PROPERTY CASUALTY  
COMPANY OF AMERICA,

Plaintiffs,

-against-

NATIONAL FOOTBALL LEAGUE, NFL  
PROPERTIES LLC, ALTERRA AMERICA  
INSURANCE COMPANY, FIREMAN'S FUND  
INSURANCE COMPANY, TIG INSURANCE  
COMPANY, CENTURY INDEMNITY COMPANY,  
FEDERAL INSURANCE COMPANY, GREAT  
NORTHERN INSURANCE COMPANY,  
GUARANTEE INSURANCE COMPANY,  
HARTFORD ACCIDENT & INDEMNITY  
COMPANY, NORTH RIVER INSURANCE  
COMPANY, U.S. FIRE INSURANCE COMPANY,  
ACE AMERICAN INSURANCE COMPANY,  
ILLINOIS UNION INSURANCE COMPANY,  
ALLSTATE INSURANCE COMPANY, AMERICAN  
GUARANTEE AND LIABILITY INSURANCE  
COMPANY, ARROWOOD INDEMNITY COMPANY,  
CHARTIS SPECIALTY INSURANCE COMPANY,  
CHARTIS PROPERTY CASUALTY COMPANY,  
CONTINENTAL CASUALTY COMPANY,  
CONTINENTAL INSURANCE COMPANY, ILLINOIS  
NATIONAL INSURANCE COMPANY, MUNICH  
REINSURANCE AMERICA, INC., NATIONAL  
UNION FIRE INSURANCE COMPANY OF  
PITTSBURGH, PA, NEW ENGLAND REINSURANCE  
CORPORATION, ONEBEACON AMERICA  
INSURANCE COMPANY, VIGILANT INSURANCE  
COMPANY, WESTCHESTER FIRE INSURANCE  
COMPANY, XL INSURANCE AMERICA, INC., DOE  
DEFENDANTS 1-100,

Defendants.

Index No. 652933/2012 E

Hon. Jeffrey K. Oing

**NATIONAL FOOTBALL  
LEAGUE'S AND NFL  
PROPERTIES LLC'S  
AMENDED ANSWER TO  
AMENDED COMPLAINT  
AND SECOND AMENDED  
COUNTERCLAIMS AND  
CROSS-CLAIMS**

NATIONAL FOOTBALL LEAGUE and NFL  
PROPERTIES LLC,

Counterclaim Plaintiffs,

-against-

DISCOVER PROPERTY & CASUALTY INSURANCE  
COMPANY, ST. PAUL PROTECTIVE INSURANCE  
COMPANY, TRAVELERS CASUALTY & SURETY  
COMPANY, TRAVELERS INDEMNITY COMPANY,  
TRAVELERS PROPERTY CASUALTY COMPANY  
OF AMERICA, and PACIFIC INDEMNITY  
COMPANY,

Counterclaim Defendants.

NATIONAL FOOTBALL LEAGUE and NFL  
PROPERTIES LLC,

Cross-claim Plaintiffs,

-against-

ALTERRA AMERICA INSURANCE COMPANY, TIG  
INSURANCE COMPANY, CENTURY INDEMNITY  
COMPANY, FEDERAL INSURANCE COMPANY,  
GREAT NORTHERN INSURANCE COMPANY,  
GUARANTEE INSURANCE COMPANY,  
HARTFORD ACCIDENT & INDEMNITY  
COMPANY, NORTH RIVER INSURANCE  
COMPANY, U.S. FIRE INSURANCE COMPANY,  
ACE AMERICAN INSURANCE COMPANY,  
ILLINOIS UNION INSURANCE COMPANY,  
ALLSTATE INSURANCE COMPANY, AMERICAN  
GUARANTEE AND LIABILITY INSURANCE  
COMPANY, ARROWOOD INDEMNITY COMPANY,  
CHARTIS SPECIALTY INSURANCE COMPANY,  
CHARTIS PROPERTY CASUALTY COMPANY,  
CONTINENTAL CASUALTY COMPANY,  
CONTINENTAL INSURANCE COMPANY, ILLINOIS  
NATIONAL INSURANCE COMPANY, MUNICH  
REINSURANCE AMERICA, INC., NATIONAL  
UNION FIRE INSURANCE COMPANY OF

PITTSBURGH, PA, NEW ENGLAND REINSURANCE CORPORATION, ONEBEACON AMERICA INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, WESTCHESTER FIRE INSURANCE COMPANY, XL INSURANCE AMERICA, XL SELECT INSURANCE COMPANY, and WESTPORT INSURANCE CORPORATION,

Cross-claim Defendants.

Defendants National Football League (“NFL”) and NFL Properties LLC (“NFL Properties”) (together, “NFL Defendants”), by their undersigned attorneys, answer the allegations contained in the Amended Complaint of Discover Property & Casualty Insurance Company, St. Paul Protective Insurance Company, Travelers Casualty & Surety Company, Travelers Indemnity Company, and Travelers Property Casualty Company of America (together, “Travelers”) dated December 2, 2016. This pleading is filed in accord with the Court’s Case Management Order of November 14, 2016, which provides that “leave shall be freely granted to the NFL Parties to further amend . . . [their] pleading in the future to add a claim for breach of the duty to indemnify in the event any underlying settlement or judgment becomes final.” Subject to the foregoing, NFL Defendants answer as follows:

1. Paragraph 1 is an introductory paragraph that contains no allegations and no response is required from NFL Defendants.

2. NFL Defendants deny the allegations in Paragraph 2, and state that the NFL has been named as a defendant in more than 300 lawsuits, including one or more putative class action lawsuits, brought by former NFL players and/or their families alleging that the NFL players have suffered neurocognitive or related injuries asserted to have arisen from concussive or subconcussive impacts in the course of their NFL playing careers (the “Underlying

Lawsuits”), that NFL Properties has been named as a defendant in at least 190 of those lawsuits, and that the pleadings filed in connection with those lawsuits speak for themselves. NFL Defendants further aver that virtually all of the Underlying Lawsuits were transferred to and centralized in a single multi-district litigation proceeding (“MDL”) before the U.S. District Court for the Eastern District of Pennsylvania, that the MDL includes a certified settlement class, and that more than 150 players or their family members have opted out of the class settlement.

3. Admitted that NFL Defendants entered into a Class Action Settlement Agreement dated June 25, 2014 and amended on February 13, 2015, which concerns some, but not all, of the Underlying Lawsuits. NFL Defendants aver that the aforementioned Class Action Settlement Agreement as and to the extent judicially approved (“the Class Settlement”) becomes effective on the date on which such judicial approval is affirmed by all appellate courts with jurisdiction, including the Supreme Court of the United States, or when such appeals and petitions for certiorari are denied such that no future appeal is possible. NFL Defendants admit that the Class Settlement was approved by the U.S. District Court for the Eastern District of Pennsylvania by entry of a Final Order and Judgment, as subsequently amended in the court’s Amended Final Order and Judgment, and that said approval was affirmed by the U.S. Court of Appeals for the Third Circuit. NFL Defendants further aver that certain objectors to the Class Settlement petitioned the Supreme Court of the United States for writs of certiorari, that such petitions were denied on December 12, 2016, and that the objector-appellants had through January 6, 2017 to petition the Supreme Court for rehearing. NFL Defendants aver that the objector-appellants did not petition for rehearing; consequently, the Class Settlement and the Amended Final Order and Judgment became final and effective on January 7, 2017. NFL Defendants deny that Paragraph 3 accurately reflects the agreement of NFL Defendants under

the Class Settlement and state that the Class Settlement speaks for itself and refer to the Class Settlement for the full contents thereof. NFL Defendants deny that they had any obligation to seek or obtain Travelers' consent to enter into the Class Settlement, and NFL Defendants aver that Travelers unreasonably and in bad faith purported to refuse consent. The remaining allegations in Paragraph 3 are denied.

4. NFL Defendants admit that they have demanded that Travelers and certain other insurers fulfill their obligations to defend and indemnify NFL Defendants with regard to the Underlying Lawsuits, the Class Settlement and the Amended Final Order and Judgment, and any other underlying settlement or judgment as required by liability insurance policies issued to the NFL and/or NFL Properties between 1960 and 2012. NFL Defendants admit that an actual controversy exists between NFL Defendants, Travelers, and certain other insurers with respect to their respective defense and indemnity obligations. No response is necessary to the allegations contained in the last sentence of Paragraph 4 because they characterize the nature of this action and state the relief Travelers is seeking.

5. Denied that Discover is an Illinois corporation; NFL Defendants aver that Discover is a Connecticut corporation. Admitted that Discover was formerly known as Northbrook National Insurance Company and that Discover issued primary commercial general liability insurance policies to NFL Properties for the policy periods March 31, 1988 to March 31, 1989 and March 31, 1996 to March 31, 1997. The allegations in the second sentence of Paragraph 5 are denied on the basis that it is not clear what Travelers means by "at all times relevant hereto." NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 5.

6. Denied that St. Paul is an Illinois corporation; NFL Defendants aver that St. Paul is a Connecticut corporation. Admitted that St. Paul is successor to Northbrook Property and Casualty Insurance Company and that St. Paul's predecessor issued primary commercial general liability insurance policies to NFL Properties for the policy periods March 31, 1984 to March 31, 1988 and March 31, 1989 to March 31, 1996 and umbrella liability policies to NFL Properties for the period periods March 31, 1984 to March 31, 1997. The allegations in the second sentence of Paragraph 6 are denied on the basis that it is not clear what Travelers means by "at all times relevant hereto." NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 6.

7. Admitted that Travelers Casualty & Surety Company ("Travelers Casualty") is a Connecticut corporation, that Travelers Casualty is successor to Aetna Casualty & Surety Company, and that Travelers Casualty's predecessor issued certain excess liability insurance policies to the NFL, although NFL Defendants aver that Travelers has not offered specifics, such as entities insured, policy numbers, or policy periods, regarding any such policies. NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 7.

8. Admitted that Travelers Indemnity Company ("Travelers Indemnity") is a Connecticut corporation, that Travelers Indemnity is successor to Gulf Insurance Company, and that Travelers Indemnity's predecessor issued certain excess liability insurance policies to the NFL, although NFL Defendants aver that Travelers has not offered specifics, such as entities insured, policy numbers, or policy periods, regarding any such policies. NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 8.

9. Admitted that Travelers Property Casualty Company of America (“Travelers Property”) is a Connecticut corporation, that Travelers Property was formerly known as Travelers Indemnity Company of Illinois, and that Travelers Property issued certain excess liability insurance policies to the NFL, although NFL Defendants aver that Travelers has not offered specifics, such as entities insured, policy numbers, or policy periods, regarding any such policies. NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 9.

10. NFL Defendants admit the allegations in Paragraph 10, except that they state that the NFL is an unincorporated association of thirty-two member clubs and is organized under the laws of the State of New York.

11. NFL Defendants admit the allegations in Paragraph 11, but state that the correct name is NFL Properties LLC.

12. Admitted that Alterra America Insurance Company (“Alterra”) is a Delaware corporation and that Alterra issued a liability insurance policy to NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 12 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 12.

13. Admitted that Fireman’s Fund Insurance Company (“Fireman’s Fund”) is a California corporation and that Fireman’s Fund issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 13 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.”



NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 13.

14. Admitted that TIG Insurance Company (“TIG”) is a California corporation and that TIG and/or its predecessor(s) issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 14 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 14.

15. Admitted that Century Indemnity Company (“Century”) is a Pennsylvania corporation and that Century is successor to Insurance Company of North America, Indemnity Insurance Company of North America, and California Union Insurance Company. Admitted that Century’s predecessors issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 15 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 15.

16. Admitted that Federal Insurance Company (“Federal”) is an Indiana corporation and that Federal issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 16 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 16.

17. Admitted that Great Northern Insurance Company (“Great Northern”) is an Indiana corporation and that Great Northern issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 17 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 17.

18. Admitted that Guarantee Insurance Company (“Guarantee”) is a Florida corporation and that Guarantee issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 18 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 18.

19. Admitted that Hartford Accident & Indemnity Company (“Hartford”) is a Connecticut corporation and that Hartford issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 19 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 19.

20. Admitted that North River Insurance Company (“North River”) is a New Jersey corporation and that North River issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 20 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.”

NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 20.

21. Admitted that U.S. Fire Insurance Company (“U.S. Fire”) is a Delaware corporation and that U.S. Fire issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 21 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 21.

22. Admitted that ACE American Insurance Company (“ACE”) is a Pennsylvania corporation and that ACE issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 22 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 22.

23. Admitted that Illinois Union Insurance Company (“Illinois Union”) is an Illinois corporation and that Illinois Union issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 23 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 23.

24. Admitted that Allstate Insurance Company (“Allstate”) is an Illinois corporation and that Allstate’s predecessor issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 24 are

denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.”

NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 24.

25. Admitted that American Guarantee and Liability Insurance Company (“American Guarantee”) is a New York corporation and that American Guarantee issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 25 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 25.

26. Admitted that Arrowood Indemnity Company (“Arrowood”) is a Delaware corporation, that Arrowood was formerly known as and/or is successor to Royal Indemnity Company, and that Arrowood and/or its predecessor issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 26 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 26.

27. Admitted that Chartis Specialty Insurance Company, now known as AIG Specialty Insurance Company (“Chartis Specialty”), is an Illinois corporation, that Chartis Specialty was formerly known as American International Specialty Lines Insurance Company, and that Chartis Specialty issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 27 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants

deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 27.

28. Admitted that Chartis Property Casualty Company, now known as AIG Property Casualty Company (“Chartis Property”), is a Pennsylvania corporation, that Chartis Property was formerly known as Birmingham Fire Insurance Company of Pennsylvania, and that Chartis Property issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 28 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 28.

29. Admitted that Continental Casualty Company (“Continental Casualty”) is an Illinois corporation and that Continental Casualty issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 29 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 29.

30. Admitted that Continental Insurance Company (“Continental Insurance”) is a Pennsylvania corporation and that Continental Insurance is successor to Niagara Fire Insurance Company, The Fidelity & Casualty Company of New York, and Harbor Insurance Company. Admitted that Continental Insurance and/or its predecessors issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 30 are denied on the basis that it is not clear what Travelers means by “at

all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 30.

31. Admitted that Illinois National Insurance Company (“Illinois National”) is an Illinois corporation and that Illinois National issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 31 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 31.

32. Admitted that Munich Reinsurance America, Inc. (“Munich”) is a Delaware corporation, that Munich was formerly known as American Re-Insurance Company, and that Munich issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 32 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 32.

33. Admitted that National Union Fire Insurance Company of Pittsburgh, PA, (“National Union”) is a Pennsylvania corporation and that National Union issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 33 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 33.

34. Admitted that New England Reinsurance Corporation (“New England”) is a Connecticut corporation and that New England issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 34

are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.”

NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 34.

35. NFL Defendants aver that OneBeacon Insurance Company, improperly pled as OneBeacon America Insurance Company and now known as Bedivere Insurance Company (“OneBeacon”), is a Pennsylvania corporation and that OneBeacon is successor to General Accident Fire and Life Assurance Corporation Ltd. Admitted that OneBeacon’s predecessor issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 35 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 35.

36. Admitted that Vigilant Insurance Company (“Vigilant”) is a New York corporation and that Vigilant issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 36 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 36.

37. Admitted that Westchester Fire Insurance Company (“Westchester”) is a Pennsylvania corporation and that Westchester and/or its predecessor issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 37 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 37.

38. Admitted that XL Insurance America, Inc. (“XL”) is a Delaware corporation and that XL issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 38 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 38.

39. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 39.

40. NFL Defendants admit the allegations in Paragraph 40.

41. NFL Defendants admit that Travelers and/or its predecessors issued primary commercial general liability insurance policies to NFL Properties continuously for policy periods between March 31, 1984 and March 31, 1997.

42. NFL Defendants admit that Travelers’ predecessor issued umbrella liability insurance policies to NFL Properties continuously for policy periods between March 31, 1984 and March 31, 1997.

43. NFL Defendants admit the allegations in Paragraph 43.

44. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 44.

45. Admitted that Travelers and/or its predecessors issued excess liability insurance policies to the NFL that insured the NFL (and in many instances NFL Properties) continuously for policy periods between 1991 and 2002.

46. NFL Defendants deny the allegations in Paragraph 46.



47. NFL Defendants admit that many of the liability insurance policies at issue in this insurance coverage action were issued and/or delivered to the NFL and/or NFL Properties and/or their insurance representatives in New York County.

48. Admitted that NFL Properties and the NFL have been named as defendants in numerous lawsuits commenced by or on behalf of former NFL players and/or their families alleging that the NFL players have suffered neurocognitive injuries asserted to have arisen from concussive or subconcussive impacts in the course of their NFL playing careers, that most of these actions are part of the MDL proceeding in the U.S. District Court for the Eastern District of Pennsylvania, and that the MDL was established pursuant to a Transfer Order issued by the U.S. Judicial Panel on Multidistrict Litigation on or about January 31, 2012. NFL Defendants deny the remaining allegations in Paragraph 48, state that complaints in the Underlying Lawsuits speak for themselves, and refer to the complaints in the Underlying Lawsuits for the full contents thereof.

49. NFL Defendants deny that Paragraph 49 accurately reflects the allegations and causes of action in the Underlying Lawsuits, state that the pleadings in those lawsuits speak for themselves, and refer to those pleadings for the full contents thereof. NFL Defendants admit that a Master Administrative Long Form Complaint was filed in the MDL on June 7, 2012 and an Amended Master Administrative Long Form Complaint was filed on July 17, 2012. NFL Defendants aver that Short Form Complaints were also filed in the MDL proceeding and that the Class Settlement and the Amended Final Order and Judgment resolved, *inter alia*, a Plaintiffs' Class Action Complaint filed in the MDL proceeding on January 6, 2014.

50. NFL Defendants deny that Paragraph 50 accurately reflects the causes of action in the "Master Complaint[s]," state that those complaints, the Short Form complaints filed

in the MDL proceeding, and the complaints in the various Underlying Lawsuits speak for themselves, and refer to those complaints for the full contents thereof.

51. NFL Defendants deny the allegations in Paragraph 51 and state that the pleadings in the Underlying Lawsuits speak for themselves and refer to those pleadings for the full contents thereof.

52. Paragraph 52 states legal conclusions to which no response is required. To the extent a response is required, the allegations in the first, second, and fourth sentences of Paragraph 52 are denied.

53. NFL Defendants deny the allegations in Paragraph 53, except that they admit that Anastasia Danias Schmidt is one of the individuals responsible for overseeing the defense of the Underlying Lawsuits on behalf of the NFL and NFL Properties and that she is Senior Vice President and Chief Litigation Officer of the NFL and Assistant Secretary of NFL Properties.

54. NFL Defendants deny the allegations in Paragraph 54, except that they admit that the NFL and NFL Properties are being defended against the Underlying Lawsuits by the same law firms, including the firm Paul, Weiss, Rifkind, Wharton & Garrison LLP (“Paul Weiss”).

55. NFL Defendants deny the allegations in Paragraph 55, except that they admit that NFL Properties has demanded a defense from Discover and St. Paul, and NFL Defendants are demanding that Travelers fully comply with its contractual obligations, including its duties to indemnify NFL Defendants with respect to the Class Settlement, the Amended Final Order and Judgment, and any other underlying settlement or judgment.

56. NFL Defendants deny the allegations in Paragraph 56, except that they admit that NFL Properties has demanded a defense from Discover and St. Paul.

57. Admitted that Discover and St. Paul generally have the right and duty under their policies to defend NFL Properties with respect to any “suit” seeking “damages” that is potentially within the coverage of the policies. The remainder of Paragraph 57 states a legal conclusion to which no response is required; to the extent a response is required, NFL Defendants deny the allegations in Paragraph 57 and refer to the policies, which speak for themselves, and to applicable law.

58. NFL Defendants deny the allegations in Paragraph 58 except to admit that, in correspondence dated July 3, 2013, Travelers purported to offer, under a “full reservation of rights,” funding for separate defense counsel for NFL Properties, but did so unjustifiably and in bad faith after nearly two years of failing to defend NFL Properties against the Underlying Lawsuits, and that NFL Properties rejected the purported “offer.”

59. NFL Defendants deny the allegations in Paragraph 59 except that they admit that on July 8, 2013 the district court presiding over the MDL entered an order directing representatives of the parties in the MDL to engage in mediation and that the NFL and NFL Properties were represented by, among others, the Paul Weiss firm in those discussions.

60. NFL Defendants deny that Paragraph 60 accurately reflects the negotiating history of the parties to the MDL with respect to what culminated in the Class Settlement. NFL Defendants admit that NFL Defendants entered into two proposed class settlement agreements in the Underlying Lawsuits.

61. Admitted that the district court presiding over the MDL proceeding certified a settlement class and granted final approval of a class settlement in a Final Order and Judgment on April 22, 2015, which order was replaced by an Amended Final Order and Judgment on May 8, 2015, which amended order was the subject of a clarifying order on May 11, 2015. Admitted

that on April 18, 2016 the U.S. Court of Appeals for the Third Circuit affirmed the district court's orders approving the Class Settlement and that on June 1, 2016, the Third Circuit denied petitions for rehearing *en banc*. NFL Defendants further aver that certain objector-appellants to the Class Settlement filed petitions for writs of certiorari in the Supreme Court of the United States, that such petitions were denied on December 12, 2016, and that the objector-appellants had until and through January 6, 2017 to petition the Supreme Court for rehearing. NFL Defendants further aver that the objector-appellants did not petition for rehearing on or before the January 6, 2017 deadline.

62. NFL Defendants deny that Paragraph 62 accurately reflects the obligations of NFL Defendants under the Class Settlement and state that the Class Settlement speaks for itself.

63. NFL Defendants admit the allegations in Paragraph 63.

64. NFL Defendants admit that, during the negotiations leading up to the Class Settlement, Travelers never affirmatively consented to the Class Settlement and at times purported to disagree with certain settlement terms. NFL Defendants aver that they had no obligation to seek or secure consent from Travelers and that any withholding of consent by Travelers is of no legal effect and in any event was unreasonable and done in bad faith. The remaining allegations in Paragraph 64 are denied.

65. NFL Defendants admit that they are demanding that Travelers indemnify NFL Defendants for costs incurred in connection with and damages imposed under the Class Settlement, the Amended Final Order and Judgment, and any other settlement or judgment that becomes final and effective in the Underlying Lawsuits. NFL Defendants deny that Travelers has numerous defenses to coverage for the Underlying Lawsuits and the Class Settlement.

66. Paragraph 66 is not sufficiently pleaded in that it is not clear what Travelers means by its “positions with respect to insurance coverage”; to the extent a response is required, NFL Defendants admit that they dispute many positions that Travelers has taken and otherwise refer to their responses to Paragraphs 1 through 65 in this Amended Answer and state that Travelers has coverage obligations to NFL Defendants.

67. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 67 except to admit that certain other insurers may dispute certain of Travelers’ positions and to state that other insurers have not objected to the NFL and NFL Properties using the same law firms to defend them in the Underlying Lawsuits and that various other insurers will not contend that they are relieved of coverage obligations on the purported ground that the Class Settlement was entered into without their consent.

68. NFL Defendants respond to the allegations contained in Paragraphs 1 through 67 of the Amended Complaint as set forth in Paragraphs 1 through 67 of this Amended Answer, which are incorporated by reference herein.

69. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 69.

70. NFL Defendants deny the allegations in Paragraph 70.

71. NFL Defendants admit the allegations in Paragraph 71 are true as to the defense arrangements that have been in place in the Underlying Lawsuits.

72. NFL Defendants admit that NFL Defendants assert that NFL Properties is not obligated to pay a share of defense costs with respect to the Underlying Lawsuits for years during which NFL Properties is self-insured or otherwise uninsured. NFL Defendants deny that NFL Properties has any obligation, equitable or otherwise, to pay such a share of defense costs.

73. NFL Defendants deny the allegations in Paragraph 73.

74. Paragraph 74 is not sufficiently pleaded in that it generally refers to “the foregoing issues”; to the extent a response is required, NFL Defendants admit that an actual controversy currently exists between Discover and St. Paul on the one hand and NFL Properties on the other regarding Discover and St. Paul’s duties to defend.

75. NFL Defendants deny the allegations in Paragraph 75.

76. Paragraph 76 states a legal conclusion to which no response is required; to the extent a response is required, NFL Defendants deny the allegations in Paragraph 76.

77. NFL Defendants respond to the allegations contained in Paragraphs 1 through 76 of the Amended Complaint as set forth in Paragraphs 1 through 76 of this Amended Answer, which are incorporated by reference herein.

78. NFL Defendants admit that they are demanding that Travelers indemnify them for costs incurred in connection with and damages imposed under the Class Settlement, the Amended Final Order and Judgment, and any other final and effective settlement or judgment in the Underlying Lawsuits.

79. NFL Defendants deny the allegations in Paragraph 79.

80. NFL Defendants admit that they assert that the NFL and NFL Properties are not obligated to bear without insurance reimbursement “indemnity” with respect to all periods during which they are “self-insured or otherwise uninsured” and that in appropriate circumstances they may “select” the policy or policies that are required to fund settlements or judgments in the Underlying Lawsuits. NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 80.

81. NFL Defendants admit that Travelers has coverage obligations under its policies for costs incurred in connection with and damages imposed under the Class Settlement and the Amended Final Order and Judgment, and that Travelers may have coverage obligations for costs incurred and damages imposed under any other settlement or judgment that becomes final and effective in the Underlying Lawsuits.

82. NFL Defendants admit the allegations in Paragraph 82.

83. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 83.

84. Paragraph 84 is not sufficiently pleaded in that it generally refers to “the foregoing issues”; to the extent a response is required, NFL Defendants admit that an actual controversy currently exists between Travelers on the one hand and NFL Defendants on the other regarding Travelers’ duties to indemnify NFL Defendants for costs incurred in connection with and damages imposed under the Class Settlement, the Amended Final Order and Judgment, and any other settlement or judgment that becomes final and effective in the Underlying Lawsuits.

85. NFL Defendants deny the allegations in Paragraph 85.

86. Paragraph 86 states a legal conclusion to which no response is required; to the extent a response is required, NFL Defendants deny the allegations in Paragraph 86.

87. The allegations in Count III of the Amended Complaint and in particular Paragraph 87 are not directed at NFL Defendants and thus no response is required. To the extent a response is required, NFL Defendants respond to the allegations contained in Paragraphs 1 through 86 of the Amended Complaint as set forth in Paragraphs 1 through 86 of this Amended Answer, which are incorporated by reference herein.

88. The allegations in Count III of the Amended Complaint and in particular Paragraph 88 are not directed at NFL Defendants and thus no response is required. To the extent a response is required, NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 88 except to admit that certain other insurers may dispute certain of Travelers' positions and to state that other insurers have not objected to the NFL and NFL Properties using the same law firms to defend them in the Underlying Lawsuits and that various other insurers will not contend that they are relieved of coverage obligations on the purported ground that the Class Settlement was entered into without their consent.

89. The allegations in Count III of the Amended Complaint and in particular Paragraph 89 are not directed at NFL Defendants and thus no response is required. To the extent a response is required, NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 89.

90. The allegations in Count III of the Amended Complaint and in particular Paragraph 90 are not directed at NFL Defendants and thus no response is required. To the extent a response is required, NFL Defendants deny the allegations in Paragraph 90.

91. The allegations in Count III of the Amended Complaint and in particular Paragraph 91 are not directed at NFL Defendants, further, the allegations in Paragraph 91 state a legal conclusion and thus no response is required. To the extent a response is required, NFL Defendants deny the allegations in Paragraph 91.

To the extent not expressly admitted herein, the allegations of the Amended Complaint are denied.



AND AS FOR THEIR DEFENSES, NFL Defendants assert the following defenses in the alternative, without assuming any burden that the law would not otherwise impose, and without waiver of their specific denials set forth above.

First Affirmative Defense

Some or all of the claims asserted in the Amended Complaint fail to state a claim upon which relief can be granted.

Second Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, by the terms of the insurance policies at issue.

Third Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, by the doctrines of waiver, ratification, and/or estoppel.

Fourth Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, by Discover and St. Paul's breaches of their contractual obligations and their breaches of their duties of good faith and fair dealing in connection with the duty to defend, as well as other failures by Travelers to comply with their obligations, express or implied, under the insurance policies, including their duties of good faith and fair dealing.

Fifth Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, by Travelers' dilatory conduct and the doctrine of laches.

Sixth Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, because NFL Defendants' claims for insurance coverage are within the terms of the policies issued by Travelers and are not excluded therefrom.

Seventh Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, by Discover and St. Paul's breaches of contract, including the duty of good faith and fair dealing.

Eighth Affirmative Defense

NFL Defendants give notice that they intend to rely upon such other defenses that are or may become available by contract or law, or pursuant to statute, or during any discovery or further proceedings in this action, and hereby reserve the right to further amend their answer to the Amended Complaint and assert such defenses.

WHEREFORE, NFL Defendants respectfully request that the Court enter  
Judgment:

- a. Declaring that Travelers is not entitled to any of the relief claimed against NFL Defendants;
- b. Awarding NFL Defendants their attorneys' fees and costs incurred in connection with this action; and
- c. Granting such other and further relief as the Court may deem just and proper.

**SECOND AMENDED COUNTERCLAIMS AND CROSS-CLAIMS OF  
NATIONAL FOOTBALL LEAGUE AND NFL PROPERTIES LLC**

The NFL and NFL Properties hereby allege the following counterclaims against counterclaim defendants Discover, St. Paul, Travelers Casualty, Travelers Indemnity, Travelers Property, and Pacific Indemnity Company (“Pacific”), and allege the following cross-claims against cross-claim defendants ACE, Allstate, Alterra, American Guarantee, Arrowood, Century, Chartis Property, Chartis Specialty, Continental Casualty, Continental Insurance, Federal, Great Northern, Guarantee, Hartford, Illinois National, Illinois Union, Munich, National Union, New England, North River, OneBeacon, TIG, U.S. Fire, Vigilant, Westchester, Westport Insurance Corporation (“Westport”), XL, and XL Select Insurance Company (“XL Select”). The above-identified parties are hereinafter referred to as “the Insurers.”

Discover, St. Paul, TIG, Illinois Union, North River, U.S. Fire, Guarantee, Hartford, Century, Great Northern, Federal, OneBeacon, Chartis Property, and Pacific (together, and hereinafter referred to as the “Duty to Defend Insurers”) issued primary, duty to defend liability insurance policies to the NFL and/or NFL Properties for policy periods between no later than May 18, 1960 and November 20, 2003. These counterclaims and cross-claims seek declaratory relief and money damages arising from the Duty to Defend Insurers’ ongoing breach of their respective contractual obligations to defend the NFL and/or NFL Properties against the Underlying Lawsuits.

The Insurers issued primary, umbrella, and excess liability insurance policies to the NFL and/or NFL Properties for policy periods between no later than May 18, 1960 and August 1, 2012. The NFL and NFL Properties seek money damages arising out of certain of the Insurers’ breach of their obligations under their respective policies to pay on behalf of the NFL and NFL Properties costs incurred in connection with and damages imposed under the Class

Settlement and the Amended Final Order and Judgment. The NFL and NFL Properties also seek declaratory relief as to all of the Insurers' rights and obligations under their respective policies to pay on behalf of the NFL and/or NFL Properties costs incurred and damages imposed under the Class Settlement and the Amended Final Order and Judgment, and any other settlement or judgment that may become final and effective in the Underlying Lawsuits.

Additionally, the NFL and NFL Properties seek a declaration that certain of the Insurers unjustifiably and in bad faith refused to consent to the Class Settlement.

The NFL and NFL Properties demand answers to these cross-claims and replies to these counterclaims and fully reserve the right to amend or supplement these counterclaims and cross-claims based on developments in this action, in connection with the Underlying Lawsuits, or otherwise. In asserting these cross-claims and counterclaims, the NFL and NFL Properties do not thereby assume any burden the law would not otherwise impose.

#### The NFL Parties

1. The NFL is an unincorporated association headquartered in New York, comprised of thirty-two member clubs located throughout the United States.

2. NFL Properties is a limited liability company organized under the laws of Delaware, with headquarters in New York. NFL Properties is the successor to National Football League Properties, Inc., a California corporation formed in 1963. From 1963 through at least 1970, National Football League Properties, Inc.'s principal place of business was in California.

#### The Insurance Policies

3. Cross-claim Defendant TIG and/or its predecessor issued primary, duty-to-defend, general liability insurance policies to the NFL continuously for policy periods between October 20, 1987 and November 20, 2002, and the policies issued for the periods between

November 20, 1993 and November 20, 2002 insure NFL Properties or its predecessor National Football League Properties, Inc., as well as the NFL. TIG and/or its predecessor issued umbrella and/or excess liability insurance policies to the NFL continuously for policy periods between October 20, 1989 and November 20, 2002, and the policies issued for the periods between November 20, 1993 and November 20, 2002 insure NFL Properties or its predecessor National Football League Properties, Inc., as well as the NFL.

4. Cross-claim Defendant Illinois Union issued primary, general liability insurance policies to the NFL and NFL Properties continuously for policy periods between November 20, 2002 and August 1, 2006, one or more of which imposes a duty to defend on Illinois Union.

5. Cross-claim Defendant North River issued primary, duty-to-defend, general liability insurance policies to the NFL continuously for policy periods between October 20, 1978 and October 20, 1981, and continuously for policy periods between October 20, 1985 and October 20, 1987.

6. Cross-claim Defendant U.S. Fire issued primary, duty-to-defend, general liability insurance policies to the NFL continuously for policy periods between October 20, 1981 and October 20, 1985.

7. Cross-claim Defendant Guarantee issued a primary, duty-to-defend, general liability insurance policy to the NFL for the policy period October 20, 1977 to October 20, 1978.

8. Cross-claim Defendant Hartford issued primary, duty-to-defend, general liability insurance policies to the NFL continuously for policy periods between September 5, 1970 and September 20, 1976. Hartford issued an umbrella liability insurance policy and an

excess liability insurance policy to National Football League Properties, Inc. for the policy period March 31, 1980 to March 31, 1981.

9. Cross-claim Defendant Century's predecessor(s) issued primary, duty-to-defend, liability insurance policies to the NFL continuously for policy periods between no later than May 18, 1960 and through at least December 18, 1968. Century's predecessors issued excess liability insurance policies to the NFL continuously for policy periods between October 20, 1987 and October 20, 1989, and continuously for policy periods between November 20, 1996 and November 20, 2000. The excess liability policies issued for the periods between November 20, 1996 and November 20, 2000 insure National Football League Properties, Inc., as well as the NFL.

10. Cross-claim Defendant Great Northern issued one or more primary, duty-to-defend, general liability insurance policies to National Football League Properties, Inc. continuously for policy period(s) between March 31, 1997 and April 1, 2000.

11. Counterclaim Defendant Discover issued primary, duty-to-defend, general liability insurance policies to National Football League Properties, Inc. for the policy period March 31, 1988 to March 31, 1989, and for the policy period March 31, 1996 to March 31, 1997.

12. Counterclaim Defendant St. Paul's predecessor issued primary, duty-to-defend, general liability insurance policies to National Football League Properties, Inc. continuously for policy periods between March 31, 1984 and March 31, 1988, and continuously for policy periods between March 31, 1989 and March 31, 1996. St. Paul's predecessor issued umbrella liability insurance policies to National Football League Properties, Inc. continuously for policy periods between March 31, 1984 and March 31, 1997.

13. Cross-claim Defendant Federal issued primary, duty-to-defend, general liability insurance policies to National Football League Properties, Inc. continuously for policy periods between April 1, 1973 and November 10, 1978, and continuously for policy periods between March 31, 1981 and March 31, 1984. Federal issued excess liability insurance policies to the NFL continuously for policy periods between December 12, 1985 and October 20, 1987, continuously for policy periods between October 20, 1989 and November 20, 1996, and the policies issued for periods between November 20, 1993 and November 20, 1996 insure National Football League Properties Inc., as well as the NFL. Federal issued excess liability insurance policies to the NFL and NFL Properties for the policy period November 20, 2002 to November 20, 2003, and for the policy period August 1, 2010 to August 1, 2011. Federal issued umbrella liability insurance policies to National Football League Properties, Inc. for the policy period March 31, 1981 to March 31, 1982, and continuously for policy periods between October 7, 1996 and April 1, 2000.

14. Cross-claim Defendant OneBeacon's predecessor issued a primary, duty-to-defend, general liability insurance policy to National Football League Properties, Inc. for the policy period March 31, 1980 to March 31, 1981.

15. Cross-claim Defendant Chartis Property issued one or more primary, duty-to-defend, general liability insurance policies to National Football League Properties, Inc. for policy period(s) between November 10, 1978 and March 31, 1980.

16. Counterclaim Defendant Pacific is a corporation organized under the laws of Wisconsin. Pacific issued primary, duty-to-defend, general liability insurance policies to National Football League Properties, Inc. continuously for policy periods between no later than February 10, 1968 and April 1, 1973.

17. Cross-claim Defendant ACE issued primary, general liability insurance policies to the NFL and NFL Properties continuously for policy periods between August 1, 2006 and August 1, 2012.

18. Cross-claim Defendant Allstate's predecessor issued excess liability insurance policies to the NFL continuously for policy periods between October 20, 1978 and October 20, 1981. The policy issued for the policy period October 20, 1978 to October 20, 1979 insures National Football League Properties, Inc., as well as the NFL.

19. Cross-claim Defendant Alterra issued an excess liability insurance policy to the NFL and NFL Properties for the policy period August 1, 2011 to August 1, 2012.

20. Cross-claim Defendant American Guarantee issued an excess liability insurance policy to the NFL and NFL Properties for the policy period November 20, 2001 to November 20, 2002.

21. Cross-claim Defendant Arrowood and/or its predecessor issued an excess liability insurance policy to the NFL for the policy period November 20, 1991 to November 20, 1992.

22. Cross-claim Defendant Chartis Specialty issued umbrella liability insurance policies to the NFL and NFL Properties continuously for policy periods between November 20, 2002 and August 1, 2006.

23. Cross-claim Defendant Continental Casualty issued an umbrella liability insurance policy to the NFL and National Football League Properties, Inc. for the policy period September 5, 1973 to September 20, 1976.

24. Cross-claim Defendant Continental Insurance and/or its predecessors issued excess liability insurance policies to the NFL continuously for policy periods between October



20, 1987 and October 20, 1989, for the policy period January 25, 1991 to November 20, 1991, and continuously for policy periods between November 20, 1993 and November 20, 1996. The policies issued between the periods November 20, 1993 and November 20, 1996 insure National Football League Properties, Inc., as well as the NFL.

25. Cross-claim Defendant Illinois National issued an umbrella liability insurance policy to the NFL and NFL Properties for the policy period August 1, 2006 to August 1, 2007.

26. Cross-claim Defendant Munich issued an excess liability insurance policy to the NFL and National Football League Properties, Inc. for the policy period September 12, 1973 to September 5, 1976.

27. Cross-claim Defendant National Union issued an excess liability insurance policy to the NFL for the policy period January 24, 1991 to January 24, 1992 and issued umbrella liability insurance policies to the NFL and NFL Properties continuously for policy periods between August 1, 2007 and August 1, 2012.

28. Cross-claim Defendant New England issued excess liability insurance policies to the NFL continuously for the policy periods between October 20, 1981 and October 20, 1984.

29. Counterclaim Defendant Travelers Casualty's predecessor issued excess liability insurance policies to the NFL continuously for policy periods between November 20, 1991 and November 20, 1996. The policies issued for policy periods between November 20, 1993 and November 20, 1996 insure National Football League Properties, Inc., as well as the NFL.

30. Counterclaim Defendant Travelers Indemnity's predecessor issued excess liability insurance policies to the NFL continuously for policy periods between November 20,

1998 and November 20, 2002, which policies also insure NFL Properties or its predecessor National Football League Properties, Inc.

31. Counterclaim Defendant Travelers Property issued excess liability insurance policies to the NFL continuously for the policy periods between November 20, 1996 to November 20, 1998, which policies also insure National Football League Properties, Inc.

32. Cross-claim Defendant Vigilant issued excess and/or umbrella liability insurance policies to the NFL continuously for policy periods between November 20, 1996 and November 20, 2002 and continuously for policy periods between November 20, 2003 and August 1, 2010, which policies also insure NFL Properties or its predecessor National Football League Properties, Inc.

33. Cross-claim Defendant Westchester is successor in interest to and/or is responsible for certain policies issued by International Insurance Company and The North River Insurance Company. Westchester and/or its predecessors (or companies for which Westchester and/or its predecessors are responsible) issued excess and/or umbrella liability insurance policies to the NFL for the policy period October 20, 1984 to October 20, 1985, continuously for policy periods between October 20, 1987 to October 20, 1990, and for the policy period November 20, 1991 to November 29, 1992. Westchester issued excess liability insurance policies to the NFL and NFL Properties or National Football League Properties, Inc. continuously for policy periods between November 20, 2000 and August 1, 2005. Westchester and/or its predecessor (or companies for which Westchester and/or its predecessors are responsible) issued an excess liability insurance policy to National Football League Properties, Inc. for the policy period January 20, 1991 to February 2, 1991.

34. Cross-claim Defendant Westport is a corporation organized under the laws of Missouri. Westport is successor in interest to or was formerly known as Employers Reinsurance Corporation. Westport and/or its predecessor issued umbrella liability insurance policies to the NFL and National Football League Properties, Inc. continuously for policy periods between September 5, 1968 and September 5, 1973.

35. Cross-claim Defendant XL issued excess liability insurance policies to the NFL and NFL Properties continuously for policy periods between August 1, 2006 and August 1, 2012.

36. Cross-claim Defendant XL Select is a corporation organized under the laws of Delaware. XL Select issued an excess liability insurance policy to the NFL and NFL Properties for the policy period August 1, 2005 to August 1, 2006.

37. Each of the primary, duty-to-defend, liability insurance policies issued to the NFL and/or NFL Properties and its predecessor (identified in Paragraphs 3-16 above) impose on the issuing Duty to Defend Insurer a duty to defend any suit against the NFL and/or NFL Properties on account of bodily or personal injury covered or potentially covered by the policy, even if the allegations of the suit are groundless, false, or fraudulent (the “duty to defend”).

38. The duty to defend stated in the policies encompasses the entirety of the suit or defense efforts even if only some of the asserted claims are potentially covered, and even if not all of the alleged injury allegedly took place during the policy period.

39. Each of the primary, umbrella, and excess liability insurance policies issued to the NFL and/or NFL Properties and its predecessor (identified in Paragraphs 3-36 above) impose on the issuing insurer a duty to pay on behalf of the NFL and/or NFL Properties all sums that the insured becomes legally obligated to pay as damages because of, *inter alia*, bodily or personal

injury caused by accidents or occurrences (the “duty to indemnify”). The contractual obligation of each Insurer to pay such damages in full on behalf of the NFL and/or NFL Properties is subject only to the upper or underlying limits of liability, if any, expressly and unambiguously stated in each policy.

40. The primary, umbrella, and excess general liability insurance policies issued for policy periods between March 4, 1965 and August 1, 2012 are “occurrence policies,” under which the issuing insurers’ duties to indemnify are triggered by bodily or personal injury during the respective policy periods.

41. Indemnity obligations under the primary liability insurance policies issued for policy periods between May 18, 1960 and March 4, 1965 are triggered by an “accident” that occurs during the respective policy periods, which results in bodily injury.

42. The NFL and NFL Properties have paid all premiums due under all policies identified in Paragraphs 3-36, and all conditions to coverage under such policies have been performed, have occurred, or have been excused, satisfied, or waived.

#### The Underlying Lawsuits and Class Settlement

43. The NFL has been named as a defendant in more than 300 Underlying Lawsuits, including one or more putative class action lawsuits, brought by former NFL players and/or their family members or representatives alleging that the NFL players have suffered neurocognitive or related injuries asserted to have arisen from concussive or subconcussive impacts in the course of their NFL playing careers. NFL Properties has been named as a defendant in more than 190 of the Underlying Lawsuits. Virtually all of those Underlying Lawsuits have been transferred to and centralized in a single multi-district litigation proceeding

in the U.S. District Court for the Eastern District of Pennsylvania. The Underlying Lawsuits include a certified settlement class, which is part of the MDL proceedings.

44. The NFL and NFL Properties retained Paul Weiss as lead defense counsel in the Underlying Lawsuits and engaged additional law firms in certain jurisdictions. To date, the NFL and NFL Properties have incurred more than \$30 million in costs defending against the Underlying Lawsuits.

45. On July 8, 2013, the district court presiding over the MDL entered an order directing representatives of the parties in the MDL to engage in mediation before retired Judge Layn Phillips to determine whether a negotiated resolution could be achieved.

46. On August 29, 2013, the parties reached an agreement in principle to resolve the dispute. The parties subsequently executed a definitive settlement agreement as of January 6, 2014 and sought preliminary approval of their proposed settlement from the district court presiding over the MDL.

47. On December 16, 2013, the district court presiding over the MDL entered an order appointing Perry Golkin to serve as Special Master to assist the court in evaluating the proposed settlement. On January 14, 2014, the district court denied preliminary approval.

48. After several more months of negotiations, on June 25, 2014, the NFL and NFL Properties entered into a Class Action Settlement Agreement, which was thereafter amended on February 13, 2015.

49. The Class Settlement was approved by the U.S. District Court for the Eastern District of Pennsylvania in a Final Order and Judgment entered on April 22, 2015. The district court subsequently entered an Amended Final Order and Judgment on May 8, 2015, which was later the subject of a clarifying order on May 11, 2015. Certain objectors appealed the district

court's orders to the U.S. Court of Appeals for the Third Circuit. On April 18, 2016, the Third Circuit affirmed the district court's orders approving the Class Settlement. Certain objector-appellants petitioned the Third Circuit for rehearing *en banc* on April 28, 2016 and May 2, 2016. The Third Circuit denied the petitions for rehearing on June 1, 2016.

50. On August 30, 2016 and September 26, 2016, certain objector-appellants petitioned the Supreme Court of the United States for writs of certiorari. On December 12, 2016, the Supreme Court denied the objector-appellants' petitions. The objector-appellants had until and through January 6, 2017 to petition the Supreme Court for rehearing, but did not file for such rehearing.

51. The Class Settlement and the district court's Amended Final Order and Judgment became final and effective on January 7, 2017, the date on which no future appeal of the approval order was possible.

52. Under the terms of the Class Settlement, beginning no later than 30 days after the effective date of the Class Settlement, the NFL and NFL Properties are required to make initial payments of damages in the amounts of (i) \$20 million into the Settlement Trust Account for transfer by the Trustee into the Monetary Award Fund, (ii) \$35 million into the Settlement Trust Account for transfer by the Trustee into the Baseline Assessment Program Fund, and (iii) \$10 million into the Settlement Trust Account for transfer by the Trustee into the Education Fund. The foregoing initial payments were completed on or about February 6, 2017.

53. As set out more fully in the Class Settlement, the NFL and NFL Properties are required to make subsequent payments of damages into the Monetary Award Fund sufficient to make all payments to class members for 65 years from the effective date of the Class Settlement.

54. As set out more fully in the Class Settlement, the NFL and NFL Properties are required to make subsequent payments of damages into the Baseline Assessment Program Fund up to a maximum of \$75 million, except that additional payments will be required to be made into the fund to the extent necessary to provide every qualified NFL player with one baseline assessment examination.

55. More than 150 retired NFL football players or their family members or representatives have opted out of the Class Settlement and at least 70 of the opt-out plaintiffs have continued to pursue their claims against one or both of the NFL and NFL Properties in litigation. The remaining opt-out plaintiffs may also pursue their claims against the NFL and/or NFL Properties.

56. The NFL and NFL Properties provided the Insurers information regarding the Underlying Litigation and the negotiations that culminated in the Class Settlement.

57. On repeated occasions, the NFL and NFL Properties sought the Insurers' consent to the Class Settlement although such consent was unnecessary, *inter alia*, because of the Insurers' repudiation of their coverage obligations.

58. In response to the NFL and NFL Properties' requests for consent, Federal, Great Northern, Hartford, Munich, New England, Pacific, Vigilant, XL, and XL Select expressly agreed that they would not raise lack of consent and/or policy provisions related to voluntary payments as a defense to coverage for the Class Settlement. Three other general liability insurers of the NFL and NFL Properties, Fireman's Fund Insurance Company, Interstate Indemnity Company, and Interstate Fire & Casualty Company, likewise agreed that they would not raise lack of consent and/or policy provisions related to voluntary payments as a defense to coverage for the Class Settlement.

59. In response to the NFL and NFL Properties' requests for consent, ACE, Allstate, Alterra, American Guarantee, Arrowood, Century, Chartis Property, Chartis Specialty, Continental Casualty, Continental Insurance, Discover, Guarantee, Illinois National, Illinois Union, National Union, North River, OneBeacon, St. Paul, TIG, Travelers Casualty, Travelers Indemnity, Travelers Property, U.S. Fire, and Westchester either unjustifiably and in bad faith failed to respond to one or more requests for consent and/or refused to consent to the Class Settlement.

60. By unjustifiably and in bad faith failing to respond to one or more requests for consent and/or refusing to consent to the Class Settlement, ACE, Allstate, Alterra, American Guarantee, Arrowood, Century, Chartis Property, Chartis Specialty, Continental Casualty, Continental Insurance, Discover, Guarantee, Illinois National, Illinois Union, National Union, North River, OneBeacon, St. Paul, TIG, Travelers Casualty, Travelers Indemnity, Travelers Property, U.S. Fire, and Westchester elevated their own interests over the interests of their insureds and/or attempted to defeat the NFL's and NFL Properties' rights to receive benefits under their respective insurance contracts.

Duty to Defend Insurers' Failures to Defend

61. The NFL and NFL Properties have notified the Duty to Defend Insurers of the Underlying Lawsuits and demanded that each Duty to Defend Insurer honor its contractual obligations in connection with the defense of the Underlying Lawsuits.

62. TIG, North River, U.S. Fire, Guarantee, Hartford, Century, Great Northern, Discover, St. Paul, Federal, OneBeacon, and Pacific have each acknowledged that their obligations to defend the NFL and/or NFL Properties were triggered by the Underlying Lawsuits. However, North River and U.S. Fire initially denied coverage prior to acknowledging a defense



obligation and Century has denied coverage under policies issued for policy periods between May 18, 1960 and March 4, 1965.

63. Despite acknowledging the existence of a defense obligation, TIG, North River, U.S. Fire, Guarantee, Hartford, Century, Great Northern, Discover, St. Paul, Federal, OneBeacon, and Pacific have each unjustifiably and in bad faith delayed, refused and failed to fully perform their defense obligations in accordance with their policy obligations in response to the Underlying Lawsuits.

64. Chartis Property and Illinois Union have each failed to acknowledge its obligations to defend against the Underlying Lawsuits, and have unjustifiably and in bad faith refused and failed to perform their respective defense obligations in accordance with their policy obligations in response to the Underlying Lawsuits.

65. As of December 2016, the NFL and NFL Properties have incurred and submitted to the Duty to Defend Insurers for reimbursement more than \$30 million in defense costs for the Underlying Lawsuits. The NFL and NFL Properties have, on a delayed basis, been reimbursed for less than half of the defense costs submitted in connection with the Underlying Lawsuits and will continue to incur defense costs as a result of the Underlying Lawsuits.

Insurers' Repudiation of Their Indemnity Obligations

66. The NFL and NFL Properties notified the Insurers that the Class Settlement and the district court's Amended Final Order and Judgment became final and effective on January 7, 2017.

67. As a result of the Class Settlement and the Amended Final Order and Judgment, the NFL and NFL Properties are legally obligated to incur costs and pay damages because of bodily injury occurring during the policy periods of the Insurers' respective policies

and continuing thereafter (and/or bodily injury resulting from accidents occurring during such policy periods). The NFL and NFL Properties may become legally obligated to incur costs or pay damages under other settlements and/or judgments in the Underlying Lawsuits.

68. The Insurers are obligated to pay on behalf of the NFL and/or NFL Properties all sums and costs incurred in connection with and damages imposed under the Class Settlement and the Amended Final Order and Judgment. If damages are imposed on the NFL and/or NFL Properties under any other settlement or judgment in the Underlying Lawsuits, one or more of the Insurers' will have a duty to indemnify the NFL and/or NFL Properties for costs incurred and damages imposed under such settlement or judgment.

69. The Insurers have repudiated and/or, on information and belief, will repudiate their obligations to indemnify the NFL and NFL Properties for payments made pursuant to the Class Settlement and Amended Final Order and Judgment, and any other settlement or judgment that becomes final in the Underlying Lawsuits.

**Count I—Cause of Action for Breach of Contract as to the Duty to Defend**

**(As and for a Counterclaim Against Discover, St. Paul, and Pacific and Cross-claims Against the Remaining Duty to Defend Insurers)**

70. The NFL and NFL Properties repeat and incorporate by reference the allegations set forth in Paragraphs 1 through 69 of these Second Amended Counterclaims and Cross-claims, inclusive, as though set forth in full herein.

71. The Duty to Defend Insurers have unjustifiably and in bad faith refused and failed to fully defend the NFL (TIG, Illinois Union, North River, U.S. Fire, Guarantee, Hartford, and Century) and NFL Properties (TIG, Illinois Union, Great Northern, Discover, St. Paul, Federal, OneBeacon, Chartis Property, and Pacific) in and against the Underlying Lawsuits in accordance with their policy obligations.

72. The Duty to Defend Insurers, in unjustifiably refusing and failing to fully defend the NFL and/or NFL Properties in and against the Underlying Lawsuits in accordance with their policy obligations, have breached and continue to breach their contractual duties to provide a complete defense to the NFL and NFL Properties, including their duties of good faith and fair dealing.

73. As a direct and proximate result of the Duty to Defend Insurers' breach of their express and implied contractual duties to provide a complete defense to the NFL and/or NFL Properties in and against the Underlying Lawsuits, the NFL and NFL Properties have suffered damages in attorneys' fees, costs, and expenses incurred to defend against those claims, and they are entitled to recover such damages in an amount to be proved at trial. The NFL and NFL Properties' damages as a result of the Duty to Defend Insurers' breaches are continuing, and they reserve their right to seek the full and exact amount of their damages at the time of trial.

**Count II—Cause of Action for Declaratory Relief as to the Duty to Defend**

**(As and for a Counterclaim Against Discover, St. Paul, and Pacific and Cross-claims Against the Remaining Duty to Defend Insurers)**

74. The NFL and NFL Properties repeat and incorporate by reference the allegations set forth in Paragraphs 1 through 73 of these Second Amended Counterclaims and Cross-claims, inclusive, as though set forth in full herein.

75. The NFL and NFL Properties seek a judicial determination of the Duty to Defend Insurers' rights and obligations under the primary, duty-to-defend liability insurance policies identified in Paragraphs 3 through 16 above.

76. Each Duty to Defend Insurer is contractually obligated to provide a complete defense to the NFL and/or NFL Properties against any suit for damages on account of bodily or personal injury covered or potentially covered by their policies, even if the allegations of the suit

are groundless, false or fraudulent. The duty to defend encompasses the entirety of the suit or defense effort even if only some of the asserted claims are potentially covered, and even if only some of the alleged injury took place during the policy period.

77. The Underlying Lawsuits are continuing, and the NFL and NFL Properties anticipate that additional injury lawsuits making similar allegations may be filed in the future. The NFL and NFL Properties continue to need to mount a defense in and against the Underlying Lawsuits, and expect the need to defend against those suits will continue for some amount of time going forward.

78. Each of the Duty to Defend Insurers has failed to acknowledge and perform its duty to defend the NFL and/or NFL Properties fully in and against the Underlying Lawsuits in accordance with its policy obligations.

79. An actual and justiciable controversy exists between and among the NFL and NFL Properties and the Duty to Defend Insurers concerning the Duty to Defend Insurers' contractual duties to defend the NFL and NFL Properties fully in and against the Underlying Lawsuits.

80. The NFL and NFL Properties are entitled to a judicial determination and declaration that one or more of the Duty to Defend Insurers is obligated to fully defend the NFL and NFL Properties in and against the Underlying Lawsuits.

**Count III—Cause of Action for Breach of the Duty to Indemnify the NFL and NFL Properties for the Class Settlement**

**(As and for a Counterclaim Against Discover, St. Paul, and Pacific, and Cross-claim Against Century, Hartford, Guarantee, North River, U.S. Fire, TIG, Illinois Union, ACE, Federal, Chartis Property, OneBeacon, Great Northern, Chartis Specialty, Illinois National, and National Union)**

81. The NFL and NFL Properties repeat and incorporate by reference the allegations set forth in Paragraphs 1 through 80 of these Second Amended Counterclaims and Cross-claims, inclusive, as though set forth in full herein.

82. The NFL and/or NFL Properties are insured under primary liability insurance policies for policy periods between no later than May 18, 1960 and August 1, 2012 issued by Century, Hartford, Guarantee, North River, U.S. Fire, TIG, Illinois Union, ACE, Pacific, Federal, Chartis Property, OneBeacon, St. Paul, Discover, and Great Northern (as specified in Paragraphs 3 through 17 above).

83. The NFL and NFL Properties are insured under umbrella liability insurance policies for policy periods between November 20, 2000 and August 1, 2012 issued by TIG, Chartis Specialty, Illinois National, and National Union (as specified in Paragraphs 3, 22, 25, and 27 above).

84. Each insurer identified in Paragraphs 82 and 83 above is contractually obligated under its respective primary and/or umbrella policies to pay on behalf of the NFL and/or NFL Properties all sums the NFL and/or NFL Properties incurs in connection with or becomes legally obligated to pay as damages because of, *inter alia*, bodily or personal injury caused by occurrences or accidents. The contractual obligations of the above-identified insurers to pay such damages in full on behalf of the NFL and/or NFL Properties is subject only to the upper or underlying limits of liability, if any, expressly and unambiguously stated in each policy.

85. The insurers identified in Paragraphs 82 and 83 have refused and/or, on information and belief, will refuse to pay under their respective primary and/or umbrella policies on behalf of the NFL and/or NFL Properties costs incurred in connection with and damages

imposed under the Class Settlement and the Amended Final Order and Judgment, for bodily or personal injury caused by occurrences or accidents.

86. The insurers identified in Paragraphs 82 and 83, in refusing or failing to pay on behalf of the NFL and/or NFL Properties costs incurred in connection with and damages imposed under the Class Settlement and the Amended Final Order and Judgment have breached and continue to breach their contractual duties to indemnify the NFL and/or NFL Properties.

87. As a direct and proximate result of the breach by the insurers identified in Paragraphs 82 and 83 of their contractual duties under their respective primary and/or umbrella policies to indemnify the NFL and NFL Properties for costs incurred in connection with and damages imposed under the Class Settlement and the Amended Final Order and Judgment, the NFL and NFL Properties have suffered and will suffer additional damages and are entitled to recover such damages in an amount to be proved at trial, with prejudgment interest thereon at the maximum rate permitted by law. The NFL and NFL Properties' damages as a result of the breach by the insurers identified in Paragraphs 82 and 83 under their respective primary and/or umbrella policies are continuing, and they reserve their right to seek the full and exact amount of their damages at the time of trial.

**Count IV—Cause of Action for Declaratory Relief as to the Duty to Indemnify the NFL and NFL Properties for the Class Settlement and Any Other Settlement or Judgment in the Underlying Lawsuits**

**(As and for a Counterclaim Against Discover, St. Paul, Travelers Casualty, Travelers Indemnity, Travelers Property, and Pacific, and Cross-claim Against the Remaining Insurers)**

88. The NFL and NFL Properties repeat and incorporate by reference the allegations set forth in Paragraphs 1 through 87 of these Second Amended Counterclaims and Cross-claims, inclusive, as though set forth in full herein.

89. The NFL and NFL Properties seek a judicial determination of the Insurers' rights and obligations under the liability insurance policies identified in Paragraphs 3 through 36 above.

90. Each Insurer is contractually obligated to pay on behalf of the NFL and/or NFL Properties all sums the NFL and/or NFL Properties incurs in connection with or becomes legally obligated to pay as damages because of, *inter alia*, bodily or personal injury caused by occurrences or accidents. The contractual obligation of each Insurer to pay such costs and damages in full on behalf of the NFL and/or NFL Properties is subject only to the upper or underlying limits of liability, if any, expressly and unambiguously stated in each policy.

91. The NFL and NFL Properties have incurred costs in connection with and damages imposed under the Class Settlement and the Amended Final Order and Judgment for bodily or personal injury caused by occurrences or accidents and are entitled to indemnification from one or more of the Insurers for the same. The NFL and NFL Properties may become liable to pay damages and costs incurred under other settlements or judgments in the Underlying Lawsuits for which they are entitled to indemnification from one or more of the Insurers.

92. An actual and justiciable controversy exists between and among the NFL and NFL Properties and the Insurers concerning the Insurers' contractual duties to indemnify the NFL and NFL Properties with respect to the Class Settlement and the Amended Final Order and Judgment, and any other settlement or judgment that becomes final and effective in the Underlying Lawsuits.

93. The NFL and NFL Properties are entitled to a judicial determination and declaration as to the rights and obligations the Insurers with respect to indemnification of the NFL and/or NFL Properties for costs incurred in connection with and damages imposed under

the Class Settlement and the Amended Final Order and Judgment, and any other settlement or judgment that becomes final and effective in the Underlying Lawsuits.

**Count V—Cause of Action for Declaratory Relief as to Certain Insurers’ Bad Faith Refusal to Consent to the Class Settlement**

**(As and for a Counterclaim Against Discover, St. Paul, Travelers Casualty, Travelers Indemnity, and Travelers Property, and Cross-claim Against ACE, Allstate, Alterra, American Guarantee, Arrowood, Century, Chartis Property, Chartis Specialty, Continental Casualty, Continental Insurance, Illinois National, Illinois Union, National Union, North River, OneBeacon, TIG, U.S. Fire, and Westchester)**

94. The NFL and NFL Properties repeat and incorporate by reference the allegations set forth in Paragraphs 1 through 93 of these Second Amended Counterclaims and Cross-claims, inclusive, as though set forth in full herein.

95. The Class Settlement reflects a reasonable compromise entered into after negotiations conducted under court, mediator, and special master supervision and involvement and subsequently approved in an Amended Final Order and Judgment entered by the United States District Court for the Eastern District of Pennsylvania.

96. Because of the Insurers’ repudiation of their coverage obligations, among other reasons, the NFL and NFL Properties were not required to seek or obtain the Insurers’ consent to the Class Settlement. Nevertheless, on repeated occasions, the NFL and NFL Properties sought the Insurers’ consent to enter into the Class Settlement.

97. In response to the NFL and NFL Properties’ multiple requests for consent, ACE, Allstate, Alterra, American Guarantee, Arrowood, Century, Chartis Property, Chartis Specialty, Continental Casualty, Continental Insurance, Discover, Guarantee, Illinois National, Illinois Union, National Union, North River, OneBeacon St. Paul, TIG, Travelers Casualty, Travelers Indemnity, Travelers Property, U.S. Fire, and Westchester unjustifiability and in bad



faith failed to respond to one or more requests for consent, failed or refused to waive lack of consent as a defense, and/or refused to consent.

98. Regardless of whether the NFL and NFL Properties were required to seek or obtain the consent of such insurers and to the extent that such insurers are not deemed to have consented, the insurers identified in Paragraph 97, in unjustifiability and in bad faith failing to respond to one or more requests for consent, failing or refusing to waive lack of consent as a defense, and/or withholding their consent to the Class Settlement, breached their express and implied contractual duties, including their duties of good faith and fair dealing.

99. An actual and justiciable controversy exists between and among the NFL and NFL Properties and the insurers identified in Paragraph 97 concerning the those insurers' breach of their respective express and implied contractual duties, including their duties of good faith and fair dealing, by unjustifiably withholding consent to the Class Settlement.

100. The NFL and NFL Properties are entitled to a judicial determination and declaration that one or more of the insurers identified in Paragraph 97, to the extent that such insurers are not deemed to have consented, unjustifiably refused to consent to the Class Settlement thereby breaching their respective express and implied contractual duties, including their duties of good faith and fair dealing.

#### **PRAYER FOR RELIEF**

WHEREFORE, the NFL and NFL Properties respectfully pray for relief as follows:

1. On their First Cause of Action, the NFL and NFL Properties request that the Court enter judgment against the Duty to Defend Insurers, and award the NFL and NFL Properties:

(a) actual money damages, including consequential damages, according to proof at trial, plus interest according to law; and

(b) reasonable attorneys' fees and costs incurred in this action; and

(c) such other and further relief as this Court may deem just and proper.

2. On their Second Cause of Action, the NFL and NFL Properties request that the Court enter judgment against the Duty to Defend Insurers declaring that:

(a) Pursuant to the terms of the primary, duty-to-defend general liability insurance policies identified in Paragraphs 3 through 16 above, one or more of the Duty to Defend Insurers is obligated to fully defend the NFL and/or NFL Properties in and against the Underlying Lawsuits, and any other underlying claims that may become ripe in the future; and

(b) one or more of the Duty to Defend Insurers are obligated to reimburse the NFL and/or NFL Properties for their reasonable attorneys' fees and consequential damages incurred in this action.

3. On their Third Cause of Action, the NFL and NFL Properties request that the Court enter judgment against Discover, St. Paul, Pacific, Century, Hartford, Guarantee, North River, U.S. Fire, TIG, Illinois Union, ACE, Federal, Chartis Property, OneBeacon, Great Northern, Chartis Specialty, Illinois National, and National Union and award the NFL and NFL Properties:

(a) actual money damages, including consequential damages, according to proof at trial, plus interest according to law; and

(b) such other and further relief as this Court may deem just and proper.

4. On their Fourth Cause of Action, the NFL and NFL Properties request that the Court enter judgment against the Insurers declaring that, pursuant to the terms of the primary, umbrella, and excess liability insurance policies identified in Paragraphs 3 through 36 above, one or more of the Insurers is obligated to indemnify the NFL and/or NFL Properties for the costs incurred in connection with and damages imposed under the Class Settlement and the Amended Final Order and Judgment, and for all sums the NFL and/or NFL Properties may become legally liable to pay pursuant to any other settlement or judgment in the Underlying Lawsuits.

5. On their Fifth Cause of Action, the NFL and NFL Properties request that the Court enter judgment against ACE, Allstate, Alterra, American Guarantee, Arrowood, Century, Chartis Property, Chartis Specialty, Continental Casualty, Continental Insurance, Discover, Guarantee, Illinois National, Illinois Union, National Union, North River, OneBeacon St. Paul, TIG, Travelers Casualty, Travelers Indemnity, Travelers Property, U.S. Fire, and Westchester declaring that one or more of the above-identified insurers unjustifiably and in bad faith refused to consent to the Class Settlement in breach of their express and implied contractual duties, including the duty of good faith and fair dealing, to the extent that such insurers are not deemed to have consented.

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